

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA5	<b>Page</b> 1 of 36
<b>2. Contract No.</b> DAAE20-02-G-0008		<b>3. Solicitation No.</b>		<b>4. Type of Solicitation</b>	<b>5. Date Issued</b> 2002FEB01	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630			<b>Code</b> W52H09	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time \_\_\_\_\_ (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> JAN FRANKS <b>E-mail address:</b> FRANKSJ@RIA.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-5476
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

**15A. Contractor/Offeror/Quoter** Code 7W356 Facility  
GENERAL DYNAMICS LAND SYSTEMS INC  
38500 MOUND ROAD  
STERLING HEIGHTS MI 48310-3268

**16. Name and Title of Person Authorized to Sign Offer (Type or Print)**

<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer	<b>17. Signature</b>	<b>18. Offer Date</b>
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**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b> SEE SCHEDULE	<b>20. Amount</b> \$0.00	<b>21. Accounting And Appropriation</b> SEE SECTION G	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b> 25
<b>24. Administered By (If other than Item 7)</b> Code S2305A DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN MI 48397-5000		<b>25. Payment Will Be Made By</b> Code SC1018 DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P O BOX 182041 COLUMBUS OH 43218-2041	
<b>SCD PAS NONE ADP PT SC1012</b>			
<b>26. Name of Contracting Officer (Type or Print)</b> JOYCE L KLEIN (309)782-5051 KLEINJ@RIA.ARMY.MIL		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
A-1            HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(AA7020)		
A-2            52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation: <ol style="list-style-type: none"> <li>has inappropriate requirements; or</li> <li>needs streamlining; or</li> <li>should be changed</li> </ol>		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: amsta-aq-ar@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information: <ol style="list-style-type: none"> <li>TACOM-RI solicitation number;</li> <li>Name of PCO;</li> <li>Problem description;</li> <li>Summary of your discussions with the buyer/PCO.</li> </ol>		
(End of clause)		

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(AS7006)

A-3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S)	JUN/1998
	TACOM-RI		

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-5	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

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(End of clause)

(AS7012)

A-6                    52.246-4538                    CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2                    JUN/1998  
TACOM-RI  
THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

TO BE IDENTIFIED IN EACH DELIVERY ORDER.

(BA6701)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SCOPE OF AGREEMENT

16.703(a)

A. THIS DOCUMENT IS A BASIC ORDERING AGREEMENT (BOA) AS DEFINED IN FAR 16.703 AND ALL DELIVERY ORDERS ISSUED UNDER THE TERMS HEREOF SHALL CONSTITUTE INDIVIDUAL CONTRACTS THAT INCORPORATE THE PROVISIONS HEREIN.

GENERAL DYNAMICS LAND SYSTEMS, INC. (THE CONTRACTOR), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, SHALL AS AN INDEPENDENT CONTRACTOR AND NOT AS AN AGENT OF THE UNITED STATES OF AMERICA (THE GOVERNMENT), UNDER DELIVERY ORDERS ISSUED PURSUANT TO THIS BASIC ORDERING AGREEMENT', FURNISH:

SERVICES IN SUPPORT OF THE M93/M93A1 FOX PROGRAM TO INCLUDE SUPPLY SUPPORT, REBUILD, UPGRADES, SYSTEM MAINTENANCE, CONTINGENCY REQUIREMENTS, TEST SUPPORT, TECHNICAL MANUALS, ENGINEERING SUPPORT SERVICES, RECEIPT, INSPECTION AND CORRECTION OF DEFICIENCIES, PROCUREMENT OF HARDWARE AND SOFTWARE REQUIRED TO MODIFY THE FIELDIED SYSTEMS AND NEW EQUIPMENT TRAINING.

B. THE GOVERNMENT SHALL NOT BE UNDER ANY OBLIGATION TO ISSUE AN ORDER UNDER THIS AGREEMENT AND NO LIABILITY WHATSOEVER TO THE CONTRACTOR SHALL BE INCURRED BY THE GOVERNMENT IN THE EVENT THAT NO ORDER IS ISSUED.

\*\*\* END OF NARRATIVE B 001 \*\*\*  
EFFECTIVE PERIOD, EXTENSION AND DISCONTINUANCE OF THIS AGREEMENT:

A. THIS AGREEMENT SHALL CONTINUE IN EFFECT FOR A PERIOD OF THREE (3) YEARS FROM THE EFFECTIVE DATE THEREOF, PROVIDED HOWEVER, THAT ANY ORDER ISSUED DURING THIS PERIOD AND PRIOR TO THE EXPIRATION DATE OF THE AGREEMENT SHALL CONTINUE IN EFFECT UNTIL PERFORMANCE THEREUNDER IS COMPLETE.

B. IN THE EVENT THE PARTIES ELECT TO EXTEND THE EFFECTIVE PERIOD OF THIS AGREEMENT, A BOA MODIFICATION WILL BE EXECUTED PRIOR TO THE EXPIRATION OF THE THEN EFFECTIVE PERIOD.

C. THIS AGREEMENT MAY BE DISCONTINUED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER PARTY. THIS AGREEMENT SHALL BE REVIEWED, AS A MINIMUM, ANNUALLY BEFORE THE ANNIVERSARY OF ITS EFFECTIVE DATE AND REVISED TO CONFORM WITH ALL REQUIREMENTS OF STATUTES, EXECUTIVE ORDERS OR PROCUREMENT REGULATIONS. THE GOVERNMENT MAY DISCONTINUE THIS AGREEMENT IMMEDIATELY UPON FURNISHING NOTICE TO THE CONTRACTOR IF THE PARTIES FAIL TO AGREE UPON ANY DELETION, AMENDMENT OR ADDITION TO THIS AGREEMENT WHICH IS REQUIRED BY STATUTE, EXECUTIVE ORDER OR PROCUREMENT REGULATION. NO DELETION, MODIFICATION, ADDITION TO, OR DISCONTINUANCE OF, THIS AGREEMENT SHALL AFFECT ANY ORDERS HEREUNDER ENTERED INTO PRIOR TO THE EFFECTIVE DATE OF SUCH CHANGE UNLESS MUTUALLY AGREED TO BY BOTH PARTIES OR OTHERWISE REQUIRED BY OPERATION OF THE LAW.

\*\*\* END OF NARRATIVE B 002 \*\*\*  
DEFINITIONS

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A. BASIC ORDERING AGREEMENT (BOA): A WRITTEN INSTRUMENT BETWEEN THE CONTRACTOR AND THE GOVERNMENT, WHICH SETS FORTH THE NEGOTIATED PROVISIONS WHICH WILL APPLY TO ALL ORDERS ISSUED UNDER THE BOA.

B. ORDER: A CONTRACTUAL INSTRUMENT USED FOR THE ACQUISITION OF SUPPLIES OR SERVICES WHICH INCORPORATES THE PROVISIONS OF THE BOA. EACH ORDER IS A SEPARATE CONTRACT BETWEEN THE GOVERNMENT AND CONTRACTOR AND MUST BE ACCEPTED BY THE CONTRACTOR BEFORE THE PROVISIONS OF THE ORDER AND THIS BOA BECOMES BINDING. THE CONTRACTOR AGREES TO ACCEPT ORDERS ISSUED PURSUANT TO ''ORDERS AND ORDERING PROCEDURES'' AND FURTHER AGREES TO COMMENCE PERFORMANCE UNDER SUCH ORDER IMMEDIATELY UPON RECEIPT AND ACCEPTANCE OF SAID ORDER. THE TYPES OF ORDERS WHICH MAY BE ISSUED HEREUNDER ARE:

1. PRICED ORDERS FOR SUPPLIES OR SERVICES WHERE PRICES, DELIVERY SCHEDULE, AND ANY SPECIAL TERMS HAVE BEEN NEGOTIATED PRIOR TO ISSUANCE.
2. UNPRICED ORDERS FOR SUPPLIES OR SERVICES SHALL HAVE A CEILING PRICE AND FIRM DELIVERY ESTABLISHED.

C. ORDER MODIFICATION: ANY WRITTEN ALTERATION OR DEFINITIZATION OF THE SPECIFICATIONS, DELIVERY POINT, RATE OF DELIVERY, PRICE, QUANTITY OR THE PROVISION OF ANY EXISTING ORDER, WHETHER ACCOMPLISHED BY UNILATERAL ACTION IN ACCORDANCE WITH A PROVISION OF THE ORDER OR BOA OR BY MUTUAL ACTION OF THE PARTIES. ORDER MODIFICATION INCLUDES:

1. BILATERAL ACTIONS SUCH AS SUPPLEMENTAL AGREEMENTS, AND
2. UNILATERAL ACTIONS SUCH AS CHANGE ORDERS, ADMINISTRATIVE CHANGES AND NOTICES OF TERMINATION.

D. BOA MODIFICATION: ANY CHANGE IN THE TERMS OF THIS BASIC ORDERING AGREEMENT.

E. THIS BOA REFERENCED TO HEREIN AS ''THIS AGREEMENT'' SHALL BE MODIFIED, AMENDED OR SUPPLEMENTED, OR SUPERSEDED, ONLY BY A REVISION OF THIS BOA ITSELF. ANY SUCH REVISION SHALL BE IN THE FORM OF A SUPPLEMENTAL AGREEMENT SIGNED BY THE PARTIES HERETO. THIS BOA SHALL NOT BE MODIFIED, AMENDED OR SUPPLEMENTED, OR SUPERSEDED BY INDIVIDUAL ORDERS ISSUED HEREUNDER. HOWEVER, SEPARATE OR ADDITIONAL TERMS AND CONDITIONS MAY BE NEGOTIATED FOR INDIVIDUAL DELIVERY ORDERS.

\*\*\* END OF NARRATIVE B 003 \*\*\*

ORDERS AND ORDERING PROCEDURES

(A) THE CONTRACTOR IS NOT AUTHORIZED TO COMMENCE WORK, OR TO PROCURE OR MANUFACTURE MATERIAL UNTIL A WRITTEN ORDER IS ISSUED BY THE CONTRACTING OFFICER, AS HEREINAFTER PROVIDED.

(B) PRICED ORDER - ON REQUEST OF THE CONTRACTING OFFICER, THE CONTRACTOR SHALL FURNISH A PROPOSAL, WITHIN A MAXIMUM OF 30 DAYS, FOR THE REQUIRED SUPPLIES OR SERVICES, ENTER INTO NEGOTIATIONS AS SOON THEREAFTER AS PRACTICABLE, ESTABLISH FIRM PRICES AND DELIVERY TERMS APPLICABLE TO THE REQUIREMENT. WHEN PRICE(S) AND DELIVERY SCHEDULE(S) PERTINENT TO THE REQUIREMENT HAVE BEEN AGREED UPON, THE CONTRACTING OFFICER WILL ISSUE A PRICED ORDER AND THE PARTIES WILL ENTER INTO A SIGNED BILATERAL AGREEMENT. PRICED ORDERS MAY BE AWARDED UNILATERALLY WHEN THE GOVERNMENT ACCEPTS THE CONTRACTOR'S WRITTEN PROPOSAL PRECISELY AS MADE. IF THE CONTRACTING OFFICER AND CONTRACTOR ARE UNABLE TO REACH AN AGREEMENT ON PRICE IN A TIMELY MANNER OR THE URGENCY OF THE PROCUREMENT NECESSITATES ORDERING THE SUPPLIES PRIOR TO RECEIPT OF THE PROPOSAL OR NEGOTIATING A DEFINITIVE PRICE, THEN AN UNPRICED ORDER MAY BE ISSUED UNDER THE PROCEDURES SPECIFIED IN PARAGRAPH (C)4 BELOW.

(C) UNPRICED ORDERS

1. UNPRICED ORDERS ISSUED PURSUANT TO THIS AGREEMENT WILL AUTHORIZE THE CONTRACTOR TO PROCEED WITH PERFORMANCE AND WILL SET FORTH THE REQUIRED DELIVERY SCHEDULES, OTHER SPECIAL TERMS AND CONDITIONS, AND A CEILING PRICE.

2. UPON RECEIPT AND ACCEPTANCE OF AN UNPRICED ORDER, THE CONTRACTOR SHALL IMMEDIATELY COMMENCE PERFORMANCE OF THE WORK SPECIFIED THEREIN, SUBJECT TO NEGOTIATION OF PRICE AND SPECIAL TERMS AND CONDITIONS, TO THE END THAT THE SUPPLIES OR SERVICES SPECIFIED MAY BE DELIVERED AT THE EARLIEST DATE PRACTICABLE. THE CONTRACTOR IS REQUIRED TO ACKNOWLEDGE THE RECEIPT AND ACCEPTANCE OF EACH ORDER BY A WRITTEN NOTICE TO THE CONTRACTING OFFICER WITHIN TEN (10) DAYS AFTER THE DATE OF THE RECEIPT OF EACH ORDER BY RETURNING A SIGNED COPY OF THE DELIVERY ORDER.

3. THE DEFINITIZATION SCHEDULE APPLICABLE TO CEILING PRICED ORDERS ISSUED AGAINST THIS BASIC ORDERING AGREEMENT WILL BE CONTAINED IN EACH DELIVERY ORDER AND WILL CONTAIN A TARGET DATE FOR DEFINITIZATION.

4. IF AGREEMENT ON DEFINITIVE PRICE IS NOT REACHED BY THE TARGET DATE SET FORTH IN THE DELIVERY ORDER OR ANY EXTENSION THEREOF BY THE CONTRACTING OFFICER, THE CONTRACTING OFFICER MAY DETERMINE A REASONABLE PRICE OR FEE IN ACCORDANCE WITH FAR SUBPART 15.8 AND PART 31 OF THE FAR SUBJECT TO APPEAL BY THE CONTRACTOR AS PROVIDED IN THE ''DISPUTES'' CLAUSE OF THIS BASIC ORDERING AGREEMENT.

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\*\*\* END OF NARRATIVE B 004 \*\*\*

OBLIGATIONS OF CONTRACTOR UNDER UNPRICED ORDERS:

On acceptance of an Unpriced Order, the Contractor shall proceed to comply therewith to the extent he has the capability and facilities to do so. However, the Contractor shall (i) promptly notify the PCO, through the ACO, of any reason why he cannot furnish the supplies and/or services in accordance with the desired delivery schedule, (2) identify any obsolete item ordered and withhold production of same, (3) recommend superseding or interchangeable parts (4) report any errors in stock number or other discrepancies in the order. Upon receipt of the foregoing information, the parties shall negotiate to amend the order as deemed necessary by the PCO.

\*\*\* END OF NARRATIVE B 005 \*\*\*

LIMITATION OF GOVERNMENT LIABILITY

- a. As of the effective date of this Agreement no funds are obligated hereunder. On the execution of bilateral orders or order modifications thereto funds will be obligated in the agreed amount set forth in the bilateral order or order modification thereto.
- b. The Contractor is not authorized to make expenditures or incur obligations in the performance of any order issued hereunder which exceed the total amount for the specific order, as stated in the order or modification thereafter.
- c. The maximum amount for which the Government shall be liable, if any order issued hereunder is terminated, is the total amount obligated for the specific order, as stated in the order or modification thereof.

\*\*\* END OF NARRATIVE B 006 \*\*\*

GENERAL

A. ALL ORDERS AND ORDER MODIFICATIONS ISSUED OR EXECUTED UNDER THIS AGREEMENT SHALL REFER TO THIS AGREEMENT AND SHALL BE SUBJECT TO THE TERMS AND CONDITIONS HEREOF.

B. THE CONTRACTOR SHALL NOT ACCEPT ANY CONTRACTUAL INSTRUCTION ISSUED BY ANY PERSON OTHER THAN THE CONTRACTING OFFICER OR THE CONTRACTING OFFICER'S REPRESENTATIVES ACTING WITHIN THE LIMITS OF THEIR AUTHORITY. CONTRACTING OFFICER'S REPRESENTATIVES WILL BE SO DESIGNATED IN WRITING TO THE CONTRACTOR AND THE SCOPE OF THEIR AUTHORITY WILL BE SET FORTH IN SUCH WRITTEN AUTHORIZATION.

C. IN THE PERFORMANCE OF ORDERS AND ORDER MODIFICATIONS FOR ITEMS BEARING ISSUE PRIORITY DESIGNATORS (IPD'S) 1 THROUGH 6 THE CONTRACTOR IS AUTHORIZED, WITH PRIOR APPROVAL OF THE CONTRACTING OFFICER, TO WITHDRAW AND UTILIZE WORK IN PROCESS OR INVENTORIES FOR OTHER TACOM CONTRACTS WITH THE CONTRACTOR FOR CONCURRENT OR REPLENISHMENT SPARE PARTS. THE GOVERNMENT AGREES THAT IT WILL EQUITABLY ADJUST THE DELIVERY SCHEDULE AND PRICE AS A RESULT OF A DELAY IN ANY SUCH CONTRACT. THE TASK ORDER WILL SPECIFICALLY STATE IN THE SCHEDULE THAT THE ORDER CARRIES AN IPD OF 1 THROUGH 6.

D. THE CONTRACTOR SHALL COMPLETE PERFORMANCE OF AN ORDER OR ORDER MODIFICATION EVEN THOUGH THE TIME FOR PERFORMANCE EXTENDS BEYOND THE TERMS OF THIS AGREEMENT.

E. THE CONTRACTOR SHALL NOT MAKE DELIVERY OF ANY SUPPLIES AND/OR SERVICES ON AN UNPRICED CONTRACTUAL AGREEMENT PRIOR TO THE EXECUTION OF A DEFINITIZING BILATERAL ORDER MODIFICATION UNLESS THE CONTRACTOR HAS THE EXPRESS WRITTEN APPROVAL OF THE CONTRACTING OFFICER. FAILURE OF THE PARTIES TO AGREE ON ANY PROVISION APPLICABLE TO ANY UNPRICED ORDER OR ORDER MODIFICATION SHALL CONSTITUTE A DISPUTE CONCERNING A QUESTION OF FACT WITHIN THE MEANING OF THE CLAUSE ENTITLED ''DISPUTES'' OF THE GENERAL PROVISIONS OF THIS AGREEMENT, AND SHALL BE SUBJECT TO THE PROCEDURES OF SAID CLAUSE. PENDING SETTLEMENT OF SUCH DISPUTE, THE CONTRACTING OFFICER SHALL ESTABLISH PRICES THAT ARE FAIR AND REASONABLE AND SHALL SET FORTH SAME IN A PRICED MODIFICATION TO THE ORDER INDICATING THEREON THAT SUCH PRICES ARE BASED ON THE FINAL DECISION OF THE CONTRACTING OFFICER, WHICH DECISION IS SUBJECT TO APPEAL IN ACCORDANCE WITH THE DISPUTES CLAUSE.

F. THE PARTIES WILL NEGOTIATE A FIRM DELIVERY SCHEDULE PRIOR TO ISSUANCE OF AN UNPRICED ORDER. THE ORDER WILL REFLECT THAT THE SCHEDULED DELIVERY IS FIRM AND THE PARTIES HAVE AGREED THERETO. THE CONTRACTOR'S ACCEPTANCE OF THE OFFER SHALL CONSTITUTE ACKNOWLEDGEMENT OF SUCH AGREEMENT. IN THE EVENT THAT CRITICALLY NEEDED ITEMS (SO IDENTIFIED BY THE PCO) ARE AVAILABLE FOR SHIPMENT PRIOR TO COMPLETION OF NEGOTIATIONS AND RECEIPT OF A DEFINITIZED MODIFICATION, THE PCO MAY AUTHORIZE SHIPMENT USING INTERIM BILLING PRICES.

G. EACH UNPRICED ORDER SHALL IDENTIFY THE TYPE OF CONTRACT (COST TYPE, FIXED PRICE OR TIME AND MATERIALS).

1.SHOULD THE GOVERNMENT DESIRE TO ESTABLISH A CEILING PRICE ON AN UNPRICED ORDER THE PCO WILL NOTIFY THE CONTRACTOR OF THE ITEMS TO BE PROCURED AND A CEILING PRICE WILL BE NEGOTIATED.

2. PRIOR TO DEFINITIZATION THE PARTIES MAY AGREE TO CHANGE THE TYPE OF CONTRACT APPLICABLE TO THE ISSUED UNPRICED ORDER WITHIN THE CONSTRAINTS STATED ABOVE.

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H. THE CONTRACTOR IS NOT AUTHORIZED TO MAKE EXPENDITURES OR INCUR OBLIGATIONS, IN THE PERFORMANCE OF ANY ORDER ISSUED HEREUNDER, WHICH EXCEEDS THE TOTAL AMOUNT FOR THE SPECIFIC ORDER, AS STATED IN THE ORDER OR MODIFICATION THEREOF.

\*\*\* END OF NARRATIVE B 007 \*\*\*



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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ITEMS OUTLINED IN SECTION B, SCOPE OF AGREEMENT FOR THE M93/M93A1 FOX PROGRAM, SHALL CONFORM IN ALL RESPECTS WITH REQUIREMENTS CITED IN INDIVIDUAL ORDERS PLACED AGAINST THIS BASIC ORDERING AGREEMENT (BOA).

\*\*\* END OF NARRATIVE C 001 \*\*\*

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL  
Level of Packing: COMMERCIAL  
Quantity Per Unit Package: SEE PARA (3)

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

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d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6413)

SECTION D - PACKAGING REQUIREMENTS

PRESERVATION, PACKAGING, PACKING AND MARKING FOR SPECIFIED LEVELS OF PROTECTION SHALL BE IN ACCORDANCE WITH THE PACKAGING REQUIREMENTS OUTLINED IN EACH INDIVIDUAL ORDER PLACED UNDER THIS AGREEMENT.

\*\*\* END OF NARRATIVE D 001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>  
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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-6	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-6	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

E-7

ADDITIONAL APPLICABLE INSPECTION AND ACCEPTANCE PROVISIONS MAY BE SPECIFIED WITHIN EACH DELIVERY ORDER.

\*\*\* END OF NARRATIVE E 001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>  
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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984

DELIVERY SCHEDULE

Performance completion date will be included in each delivery order. FOB Origin clauses apply only to orders issued FOB Origin. FOB Destination clauses apply only to orders issued FOB Destination.

\*\*\* END OF NARRATIVE F 001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <https://aais.ria.army.mil>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>  
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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.  
 (HA7001)

	Regulatory Cite	Title	Date
H-1	252.217-7028 DFARS	OVER AND ABOVE WORK	DEC/1991
H-2	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-3	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-5	52.2100-1 AMC FAR SUP	DEMILITARIZATION CLAUSE/TANKS AND MILITARY VEHICLES (CATEGORY VII - MUNITIONS LIST)	MAR/1963

(a) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

- a. Tanks of all types, military-type tank recovery vehicles, gun carriers, armored cars, and armored-tracked vehicles.
- b. Key point to be demilitarized: Armament and armor.
- c. Method and degree of demilitarization:
  - (1) Armament will be demilitarized as prescribed for in SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY I - MUNITIONS LIST) and ARTILLERY AND PROJECTORS, above. Demilitarization of main armament (such as gun, howitzer, mortar or rocket launcher) on combat vehicles may be accomplished on the vehicles or after removal from the vehicles.
  - (2) All hinge-mounted items (such as doors, ramps or hatches will be removed from the vehicle prior to cutting the hull.
  - (3) For vehicles with turrets and/or cupolas, the turret and/or cupola will be cut in two sections and removed prior to cutting the hull.
  - (4) The top section the the hull on all vehicles will be cut into four sections without affecting the suspension. To accomplish the hull cuts, a complete circumferential cut will be made at or just above the track or wheel level and cuts will be made across the top of the hull from the center to the rear center (longitudinal) and from the left side center to the right side center (transverse).
  - (5) A rectangular section of the hull front armor plate, starting at the circumferential cut and extending to the floor line, will be removed. The width of the section will be determined by making the widest cut possible without affecting the suspension.

(b) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.

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(c) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.

(d) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

(HM7105)

H-6	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)  
H.7 FACILITES USE AGREEMENT

1. Real Property Assignment. Real Property assigned to GDLS for the Fox Vehicle Upgrade Program will be provided on a rent-free basis. This property is located at the U.S. Army Anniston Army Depot; (ANAD) includes the square footage as described below:

A	Warehouse Area (Bldg. 134)	20,000 sq. ft
B	Office Area (Bldg. 7)	800 sq. ft

2. Real Property Modifications/Alterations:

a. GDLS shall be responsible for performing alteration, modifications. and construction to assigned facilities. Costs incurred for alterations, modifications, and construction to assigned facilities will be borne by GDLS. GDLS shall remove any equipment or fixtures not necessary for GDLS production. GDLS shall take any necessary actions to ensure proper storage (packing etc.) of said equipment or fixtures and movement of said equipment or fixtures to the designated warehouse.

b. Prior to initiation of any alterations, modifications and construction activities, GDLS will submit complete plans and specifications to Directorate of Public Works, ANAD. All plans and specifications must be approved by ANAD and will comply with applicable security, environmental and safety requirements. ANAD will obtain necessary approvals from the chain of command or appropriate regulatory officials.

c. All alterations modifications and construction performed by GDLS to assigned facilities will become the property of the U.S. Government upon termination of applicable lease arrangements.

3. Real Property Maintenance:



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- a. ANAD will perform the routine day to day maintenance of assigned facilities at no cost to GDLS.
  - b. Major repair maintenance will be preformed by ANAD at no cost to GDLS.
  - c. Roads and grounds maintenance will be preformed by ANAD at to cost to GDLS
  - d. All work requests to ANAD from GDLS for routine or major repair maintenance will be integrated into the ANAD priority system. GDLS work requests will receive priority assignment in the same manner as comparable work requests from other Depot elements.
  - e. Prior to contacting of any routine maintenance that cannot be accomplished with ANADs' priority system, GDLS will submit work request to ANAD Director of Public Works (DPW) for approval. Costs incurred for routine maintenance and repair to assigned facilities that cannot be accomplished by ANAD will be borne by GDLS.
4. Return of Assigned Real Property. At the termination, expiration or movement to a different site of this project, GDLS agrees to return the assigned real property and improvements therein to the Government in substantially the same condition, less ordinary wear and tear, as said property was in at the time of the original assignment. This will include the reinstallation of any equipment removed by GDLS.
5. Liability/Legal Responsibility Against Claims. GDLS agrees to hold harmless and indemnify the Government against the following in so far as they may result from the furnishing and use of facility and equipment at ANAD:
- a. Claims (including reasonable expenses of litigation or settlement) by third parties (including employees of GDLS) for death, bodily injury (including sickness or disease) or loss of or damage 10 properly.
  - b. Loss of or damage to property of the government in accordance with FAR 52.245.8, Liability for Facilities. GDLS shall provide PM NBCRS with proof of insurance for replacement value of 20,000 sq. ft. (Bldg. 134) for the government furnished property.
  - c. GDLS will provide the Government proof of their insurance in the amounts prescribed by FAR 28.307.2, Liability, as follows:

Workers' Compensation and Employers' Liability	\$100,000.00
General Liability, Bodily Injury Liability	\$350,000.00 per occurrence
Automobile Liability	\$200,000.00 per person

\$500,000.00 per occurrence for bodily injury  
\$20,000.00 per occurrence for property damage
  - d. Costs associated with any emission, spill, or release caused jointly or solely by GDLS, or its subcontractors or agents while GDLS is utilizing a facility and/or equipment at ANAD/ including the cost of related fines or remedial actions necessary in accordance with the regulations of the Alabama Department of Environmental Management and the U.S. Environmental Protection Agency, Region IV, or as a result of citizen suits. GDLS will not be responsible for pre-existing environmental conditions or problems. The determination of the pro-rata share from joint liability associated with any emission, spill, or release caused by GDLS and ANAD shall be determined through investigation arid negotiation.
  - e. Cost, associated with any safety violation from GDLS operations while utilizing a facility and equipment a: ANAD, including the costs of related remedial actions necessary' in accordance with the regulations of OSHA. GDLS will not be held responsible for OSHA fines relating to preexisting condition of me building and/or of the equipment such as presence of asbestos, etc.
6. Compliance with ANAD Regulations / Requirements. GDLS agrees that GDLS employees or subcontractor employees needing access to ANAD under this agreement will follow the local rules and regulations of ANAD, which will be readily accessible to the contractor, and which include the requirement to obtain identification badges, fire prevention and protection rules, safety and occupational health requirements. environmental compliance measures, insurance requirements and traffic rules. Violations of the local rules will be grounds for immediate suspension of an individual from access to ANAD. The installation commander or his authorized representative shall have the right to suspend the contractor's operations for a serious environmental, safely, fire protection or security violation proximately caused by the contractor's operations. A serious violation is defined to include violations which endangered the public health and safety or the environment or which result in a compliance action by the appropriate regulatory agency. The suspension of operations. shall continue until appropriate corrective action has been taken.
7. Safety and Accident Prevention.
- a. GDLS will comply with the provisions of AMCR-385-100, ANADR 385-1 and 29 CFR 1910, as well as other safety and occupational health requirements (copies filed with the ANAD Safety Office). GDLS will provide ANAD with a Safety and Accident Prevention Plan.
8. Chemical Weapons (CW) Treaty Challenge Inspections.

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a. During a CW Treaty Challenge Inspection, GDLS may be subject to a short notice intrusive inspection of the GDLS facilities/structures. GDLS shall provide ANAD a list of person(s) having access to GDLS facilities/structures. The list shall contain both day and night telephone numbers. The list shall be updated within 24 hours of any change in the list GDLS shall provide immediate access to facilities and the contents therein upon notification by the ANAD project Manager of the date and time set for inspection.

b. Should GDLS fail to provide timely access, by either failure to provide accurate lists or a person to provide access, the U.S. Government will provide inspectors the required access, using any means, including forcing open doors, gates, windows, or containers. GDLS shall hold harmless the United States from and claims for injury or losses lo any person, building(s): structures, facilities or their contents resulting from access.

9. Department of Defense Preparedness Training. ANAD is subject to unannounced inspections. and exercise which require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. GDLS will be required to participate in these practice evacuation exercises, as necessary.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

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If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-8	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-12	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-13	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-18	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-19	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-20	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-21	52.216-7	IF0163 WAS DELETED ON 30 JAN 02 AND REPLACED BY IF6083, ALLOWABLE COST AND PAYMENT	MAR/2000
I-22	52.216-8	FIXED FEE	FEB/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	DEC/2001
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-30	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-31	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-34	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY/1989
I-35	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-36	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
I-37	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-38	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-39	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-40	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-42	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991

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I-43	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-44	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-7	IF0252 WAS DELETED 30 JAN 02 AND REPLACED BY IF6179, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	MAR/2000
I-48	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-49	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-50	52.232-11	EXTRAS	APR/1984
I-51	52.232-16	DELETED ON 30 JAN 02 AND REPLACED BY IF6182, PROGRESS PAYMENTS	MAR/2000
I-52	52.232-17	INTEREST	JUN/1996
I-53	52.232-22	LIMITATION OF FUNDS	APR/1984
I-54	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-55	52.232-25	PROMPT PAYMENT	FEB/2002
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-57	52.233-1	DISPUTES	DEC/1998
I-58	52.233-1	DISPUTES - ALTERNATE I	DEC/1998
I-59	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG/1989
I-60	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-61	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-62	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-63	52.242-13	BANKRUPTCY	JUL/1995
I-64	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-65	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-66	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE II	APR/1984
I-67	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC/2001
I-70	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS) (DEVIATION)	JAN/1986
I-71	52.245-8	LIABILITY FOR THE FACILITIES (DEVIATION)	JAN/1997
I-72	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-73	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-74	52.248-1	VALUE ENGINEERING	FEB/2000
I-75	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-76	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-77	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-78	52.249-14	EXCUSABLE DELAYS	APR/1984
I-79	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-80	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
	DFARS		
I-81	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
	DFARS		
I-82	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-83	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
	DFARS		
I-84	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-85	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
	DFARS		
I-86	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
	DFARS		
I-87	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-88	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
	DFARS		
I-89	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-90	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		

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I-91	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-92	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-93	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-94	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-95	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	DEC/1991
I-96	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-97	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-98	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-99	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
I-100	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-101	252.225-7026 DFARS	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-102	252.225-7028 DFARS	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	DEC/1991
I-103	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-104	252.225-7037 DFARS	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	AUG/2000
I-105	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-106	252.225-7042 DFARS	AUTHORIZATION TO PERFORM	JUN/1997
I-107	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-108	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-109	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-110	252.233-7001 DFARS	CHOICE OF LAWS (OVERSEAS)	JUN/1997
I-111	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-112	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-113	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-114	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-115	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-116	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-117	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (to be negotiated) or the overtime premium is paid for work (to be negotiated)

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation,

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maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

(IF6048)

I-118                    52.229-8                    TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS                    MAR/1990  
 (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of the republic of Germany and Korea, or from which the Contractor or any subcontractor under this contract is exempt under the laws of the republic of Germany and Korea, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

(IF6058)

I-119                    52.244-2                    SUBCONTRACTS - ALTERNATE I                    AUG/1998  
 (a) Definitions. As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

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(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

To Be Determined

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provision of the contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any to which the Contract did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or

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(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

To Be Determined

(End of clause)

(IF6074)

I-120                    252.225-7043                    ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE                    JUN/1998  
                                  DFARS                    THE UNITED STATES

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is -

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Contracting Officer.

(End of clause)

(IA6502)

I-121                    52.203-6                    RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                    JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.



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(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-122      52.203-7      ANTI-KICKBACK PROCEDURES      JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting

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subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-123	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-124	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-125	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair

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Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-126                    52.227-1                    AUTHORIZATION AND CONSENT                    JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-127                    52.245-9                    USE AND CHARGES (DEVIATION)                    APR/1984

(a) Definitions.  
As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one

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year following the date date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-128      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-1      MANDATORY FOR ALL FIRM FIXED PRICE, COST PLUS FIXED FEE, TIME AND MATERIAL

The following clauses are required for all firm fixed price supply, firm fixed price service, cost plus fixed fee supply, cost plus fixed fee service and time and material contracts:

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC		
<ol style="list-style-type: none"> <li>1. Definitions</li> <li>2. Gratuities</li> <li>3. Covenant Against Contingent Fees</li> <li>4. Anti-Kickback Procedures</li> <li>5. Defense Priority and Allocation Requirements</li> <li>6. Utilization Of Small, Small Disadvantaged, Women-Owned Small Business Concerns</li> <li>7. Equal Opportunity</li> <li>8. Affirmative Action for Special Disabled and Vietnam Era Veterans</li> <li>9. Affirmative Action for Handicapped Workers</li> <li>10. Clean Air and Water</li> <li>11. Interest</li> <li>12. Assignment of Claims</li> <li>13. Disputes</li> <li>14. Report of Shipment</li> <li>15. Value Engineering</li> <li>16. Duty-Free Entry-Qualifying End Product/Supply</li> <li>17. Preference for Certain Domestic Commodities</li> <li>18. Supplemental Cost Principles</li> <li>19. Special Prohibition on Employment</li> <li>20. Acquisitions From Subcontractors Subject to On-Sight Inspection Under the Intermediate Range Nuclear Forces</li> <li>21. Display of DOD Hotline Poster</li> <li>22. Provision of Information to Cooperative Agreement Holders</li> <li>23. Limitation of Payments to Influence Certain Federal Transactions</li> <li>24. Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment</li> <li>25. Liquidated Damages-Subcontracting Plan</li> <li>26. Equal Opportunity Preaward Clearance of Subcontracts</li> <li>27. Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era</li> <li>28. Buy American Act and Balance of Payments Program</li> <li>29. Qualifying Country Sources as Subcontractors</li> <li>30. Price or Fee Adjustment for Illegal or Improper Activity</li> <li>31. Bankruptcy</li> <li>32. Control of Government Personnel Work Product</li> <li>33. Reduction or Suspension of Contract Payments Upon Finding Fraud</li> <li>34. Secondary Boycott of Israel</li> <li>35. Preference or US Flag Carriers</li> <li>36. Computer Generated Forms</li> <li>37. Restrictions in Certain Foreign Purchases</li> <li>38. Prompt Payment</li> <li>39. Printing/Copying Double-sided on Recycled Paper</li> <li>40. Authorized Deviations in Clauses</li> <li>41. Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan</li> <li>42. Drug Free Workplace</li> <li>43. Notice and Assistance Regarding Patent and Copyright Infringement</li> <li>44. Utilization of Indian Organizations and Indian Owned Economic Enterprises</li> <li>45. Cost Accounting Standards</li> <li>46. Discounts for Prompt Payment</li> <li>47. Foreign Source Restrictions</li> <li>48. Reporting of Contract Performance Outside the United States</li> <li>49. Notification of Proposed Program Termination or Reduction</li> <li>50. Administration of Cost Accounting Standards</li> <li>51. Cancellation, Rescission and Recovery of Funds or Illegal or Improper Activity</li> </ol>	<ol style="list-style-type: none"> <li>52.202-1</li> <li>52.203-3</li> <li>52.203-5</li> <li>52.203-7</li> <li>52.211-15</li> <li>52.219-8</li> <li>52.222-26</li> <li>52.222-35</li> <li>52.222-36</li> <li>52.223-2</li> <li>52.232-17</li> <li>52.232-23</li> <li>52.233-1</li> <li>52.242-12</li> <li>52.248-1</li> <li>252.225-7009</li> <li>252.225-7012</li> <li>252.231-7000</li> <li>252.203-7001</li> <li>252.209-7000</li> <li>252.203-7002</li> <li>252.205-7000</li> <li>52.203-12</li> <li>52.209-6</li> <li>52.219-16</li> <li>52.222-28</li> <li>52.222-37</li> <li>252.225-7001</li> <li>252.225-7002</li> <li>52.203-10</li> <li>52.242-13</li> <li>252.204-7003</li> <li>252.232-7006</li> <li>252.225-7031</li> <li>52.247-63</li> <li>52.253-1</li> <li>52.225-11</li> <li>52.232-25</li> <li>52.204-4</li> <li>52.252-6</li> <li>52.219-9</li> <li>52.223-6</li> <li>52.227-2</li> <li>52.226-1</li> <li>52.230-2</li> <li>52.232-8</li> <li>252.225-7025</li> <li>252.225-7026</li> <li>252.249-7002</li> <li>52.230-6</li> <li>52.203-8</li> </ol>	<ol style="list-style-type: none"> <li>Oct95</li> <li>Apr84</li> <li>Apr84</li> <li>Jul95</li> <li>Sep90</li> <li>Jun97</li> <li>Apr84</li> <li>Apr84</li> <li>Apr84</li> <li>Apr84</li> <li>Jun96</li> <li>Apr84</li> <li>Dec98</li> <li>Jul95</li> <li>Feb00</li> <li>Jan97</li> <li>Feb97</li> <li>Dec91</li> <li>Apr93</li> <li>Dec95</li> <li>Dec95</li> <li>Dec95</li> <li>Jun97</li> <li>Aug95</li> <li>Oct95</li> <li>Apr84</li> <li>Jan88</li> <li>Jan94</li> <li>Dec91</li> <li>Jan97</li> <li>Jan91</li> <li>May95</li> <li>Jun97</li> <li>Jun96</li> <li>Apr84</li> <li>Aug96</li> <li>Jan97</li> <li>Aug96</li> <li>Sep96</li> <li>Aug92</li> <li>May97</li> <li>Sep96</li> <li>May95</li> <li>May95</li> <li>Apr96</li> <li>Jan97</li> </ol>

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I-2 MANDATORY FOR ALL FIRM FIXED PRICE SUPPLY

The following clauses are required for all firm fixed price supply contracts:

1. Federal, State and Local Taxes Noncompetitive Contract	52.229-4	Jan91
2. Payments	52.232-1	Apr84
3. Extras	52.232-11	Apr84
4. Protest After Award	52.233-3	Oct95
5. Changes-Fixed Price	52.243-1	Aug87
6. Default (fixed price supply/service)	52.249-8	Apr84
7. Subcontracts (fixed price contracts)	52.244-2	Aug98
8. Pricing of Contract Modifications	252.243-7001	Dec91
9. Material Inspection and Receiving Report	252.246-7000	Dec91
10. New Material	52.211-5	Oct97
11. Taxes-Contract Performed in US Possessions or Puerto Rico	52.229-5	Apr84
12. Restrictions on Subcontractors Sales to Government	52.203-6	Jul95
13. Competition in Subcontracting	52.244-5	Dec96
14. Subcontracts for Commercial Items and Commercial Components	52.244-6	Dec96

I-3 MANDATORY FOR ALL FIRM FIXED PRICE SERVICE

The following clauses are required for firm fixed price service contracts:

1. Federal, State and Local Taxes (noncompetitive contracts)	52.229-4	Jan91
2. Payments	52.232-1	Apr84
3. Extras	52.232-11	Apr84
4. Protest After Award	52.233-3	Oct95
5. Default (fixed price supply and service)	52.249-8	Apr84
6. Subcontracts (fixed price contracts)	52.244-1	Feb95
7. Pricing of Contract Modifications	252.243-7001	Dec91
8. Taxes-Contracts Performed in US Possessions	52.229-5	Apr84
9. Restrictions on Subcontractor Sales to the Government	52.203-6	Jul95
10. Competition in Subcontracting	52.244-5	Jan96
11. Subcontracts for Commercial Items and Commercial Components	52.244-6	Oct95
12. Authorization and Consent	52.227-1	Jul95

I-4 MANDATORY FOR ALL COST PLUS FIXED FEE SUPPLY

The following clauses are required for cost plus fixed fee supply contracts:

1. Allowable Cost and Payment	52.216-7	Apr98
2. Fixed Fee	52.216-8	Feb97
3. Insurance-Liability to Third Persons	52.228-7	Mar96
4. Protest After Award (Alt 1)	52.233-3	Aug89
5. Notice of Intent to Disallow Costs	52.242-1	Apr84
6. Changes-Cost Reimbursement	52.243-2	Aug87
7. Subcontracts (cost reimbursement and letter contracts) Alt I	52.244-2	Oct97
8. Termination (cost reimbursement)	52.249-6	Sep96
9. Excusable Delays	52.249-14	Apr84
10. New Material	52.211-5	Oct97
11. Restrictions on Subcontractor Sales to the Govt	52.203-6	Jul95
12. Competition in Subcontracting	52.244-5	Jan96
13. Subcontracts for Commercial Items and Commercial Components	52.244-6	Oct98
14. Material Inspection and Receiving Report	252.246-7000	Dec91
15. Authorization and Consent	52.227-1	Jul95
16. Penalties for Unallowable Costs	52.242-3	Oct95

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17. Certification Of Final Ind Costs	52.242-4	Jan97
18. Payments	52.232-1	Apr84

I-5 MANDATORY FOR ALL COST PLUS FIXED FEE SERVICE

The following clauses are required for cost plus fixed fee service contracts:

1. Allowable Cost and Payment	52.216-7	Apr98
2. Fixed Fee	52.216-8	Feb97
3. Insurance-Liability to Third Persons	52.228-7	Mar96
4. Protest After Award-Alt I	52.233-3	Sep90
5. Notice of Intent to Disallow Costs	52.242-1	Apr84
6. Certification of Final Ind. Costs	52.242-4	Jan97
7. Payments	52.232-1	Apr84
8. Changes-Cost Reimbursement-Alt I	52.243-2	Apr84
9. Subcontracts (cost reimbursement and letter contracts) Alt I	52.244-2	Aug98
10. Termination (cost reimbursement)	52.249-6	Sep96
11. Excusable Delays	52.249-14	Apr84
12. Competition in Subcontracting	52.244-5	Jan96
13. Subcontracts for Commercial Items and Commercial Components	52.244-6	Oct98
14. Authorization and Consent	52.227-1	Jul95
15. Penalties for Unallowable Costs	52.242-3	Oct95

I-6 MANDATORY FOR ALL TIME AND MATERIAL

The following clauses are required for Time and Material Contracts:

1. Allowable Cost and Payment	52.216-7	Apr98
2. Payments Under Time and Materials & Labor Hour Contracts	52.232-7	Feb97
3. Protest After Award-Alt I	52.233-3	Aug89
4. Changes-Time and Material or Labor Hours	52.243-3	Aug87
5. Subcontracts Time and Material and Labor Hour Contracts	52.244-3	Oct97
6. Termination (cost reimbursement) Alt IV	52.249-6	Apr86
7. Excusable Delays	52.249-14	Apr84
8. Fixed Fee	52.216-8	Feb97
9. Statement of Equivalent Rates for Federal Hires	52.222-42	May89
10. Fair Labor Standards Act and Service Contract Act - Price Adjustment	52.222-44	May89
11. Federal, State and Local Taxes (noncompetitive)	52.229-4	Jan91
12. Taxes-Contracts Performed in US Possession and Puerto Rico	52.229-5	Apr84
13. Discounts for Prompt Payment	52.232-8	May97
14. Penalties for Unallowable Costs	52.242-3	Oct95

I-7 OPTIONAL FOR ALL FIRM FIXED PRICE, COST PLUS FIXED FEE, TIME AND MATERIAL

The following clauses are required when applicable for all firm fixed price supply, firm fixed price service, cost plus fixed fee supply, cost plus fixed fee service and time and material contracts:

1. Limitation of Government Liability	52.216-24	Apr84
2. Duty Free Entry	52.225-10	Apr84
3. Limitation on Withholding of Payments	52.232-9	Apr84
4. Availability of Funds	52.232-18	Apr84
5. Production Progress Reports	52.242-2	Apr84
6. Report of Shipment-Reship	52.242-12	Jul95
7. Government Property-As Is	52.245-19	Apr84
8. Government Supply Sources	52.251-1	Apr84

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9.	Disclosure of Information	252.204-7000	Dec91
10.	Preference for Domestic Speciality Metals	252.225-7014	Feb97
11.	Preference for Domestic Speciality Metals - Alt I	252.225-7014	Feb97
12.	Duty-Free-Additional Provisions	252.225-7010	Jan97
13.	Exclusionary Policies and Practices of Foreign Governments	252.225-7028	Dec91
14.	Rights in Technical Data-Non-commercial items	252.227-7013	Nov95
15.	Deferred Delivery of Technical Data or Computer Software	252.227-7026	Apr88
16.	Deferred Ordering of Technical Data or Computer Software	252.227-7027	Apr88
17.	Technical-Withholding of Payment	252.227-7030	Oct88
18.	Ordering from Government Sources of Supply	252.251-7000	May95
19.	Privacy Act Notification	52.224-1	Apr84
20.	Notification of Changes	52.243-7	Apr84
21.	Value Engineering-Alt I	52.248-1	Mar89
22.	Value Engineering-Alt II	52.248-1	Mar89
23.	Drug Free Workforce	252.223-7004	Sep88
24.	Restrictions on Acquisition of Ball and Roller Bearings	252.225-7016	Sep96
25.	Warranty of Data	252.246-7001	Dec91
26.	Pricing Adjustments	252.215-7000	Dec95
27.	Cost Estimating System Requirements	252.215-7002	Dec91
28.	Notice to the Government of Labor Disputes	52.222-1	Feb97
29.	Incentive Subcontracting Program	52.219-10	Oct95
30.	Convict Labor	52.222-3	Aug96
31.	Ozone-Depleting Substance	52.223-11	Jun96
32.	Disclosure and Consistency of Cost Accounting Practices	52.230-3	Apr96
33.	Disputes-Alt I	52.233-1	Mar94
34.	Report of Shipment	52.242-12	Jul95
35.	Commercial Bill of Lading	52.247-1	Apr84
36.	Payment for Subline Items Not Separately Priced	252.204-7002	Dec91
37.	Exercise of Option to Fulfill Foreign Military Sales Commitments	252.217-7000	Dec91
38.	Exercise of Option to Fulfull Foreign Military Sales Commitments-Alt I	252.217-7000	Dec91
39.	Contract Definitization	252.217-7027	Feb96
40.	Small, Small Disadvantaged, and Women Owned Small Business Subcontracting Plan (DOD Contract)	252.219-7003	Nov95
41.	Incentive for Subcontracting with Small Business, Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions	252.219-7005	Nov95
42.	Incentive for Subcontracting with Small Business, Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions-Alt I	252.219-7005	Nov95
43.	Restriction on Acquisition of Night Vision Image Intensifier Tubes and Devices	252.225-7024	Dec91
44.	Limitation on Sales Commissions and Fees	252.225-7027	Dec91
45.	Rights in Bid or Proposal Information	252.227-7016	Jun95
46.	Validation of Asserted Restrictions-Computer Software	252.227-7019	Jun95
47.	Rights in Special Works	252.227-7022	Jun95
48.	Progress Payments for Foreign Military Sales Acquisition	252.232-7002	Dec91
49.	DOD Progress Payment Rates	252.232-7004	Feb96
50.	Cost/Schedule Control	252.234-7001	Dec91
51.	Application for US Government Shipping Documentation and Instruction	252.242-7003	Dec91
52.	Cost/Schedule	252.242-7005	Dec91
53.	Report of Government Property	252.245-7001	Mar94
54.	Certification of Technical Data Conformity	252.227-7036	Jan97
55.	Validation of Restrictive Markings/Tech Data	252.227-7037	Nov95

I-8 OPTIONAL FOR ALL FIRM FIXED SUPPLY

The following clauses are optional for firm fixed price supply contracts:

1. First Article Approval - Contractor Testing	52.209-3	Sep89
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2. First Article Approval - Contractor Testing-Alt I	52.209-3	Sep89
3. First Article Approval-Contractor Testing-Alt II	52.209-3	Sep89
4. First Article Approval-Government Testing	52.209-4	Sep89
5. First Article Approval-Govt Testing-Alt I	52.209-4	Sep89
6. First Article Approval-Govt Testing-Alt II	52.209-4	Sep89
7. Report of Shipment/Reship	52.242-12	Jul95
8. Special Tooling	52.245-17	Apr84
9. Special Test Equipment	52.245-18	Feb93
10. Limitation of Liability	52.246-23	Feb97
11. Limitation of Liability-High Value of Items	52.246-24	Feb97
12. Limitation of Liability-High Value of Items/Alt I	52.246-24	Apr84
13. Termination for Convenience of the Government Fixed Price Short Form	52.249-1	Apr84
14. Progress Payments	52.232-16	Mar00
15. Performance-Based Payments	52.232-32	Mar00
16. Changes or Additions to Make or Buy Program	52.215-21	Apr84
17. Evaluated Option for Increased Quantity	52.217-6	Mar90
18. Unevaluated Option for Increased Quantity	52.217-6	Aug96
19. Evaluated/Unevaluated Option for Increase Qty	52.217-6	Mar90
20. Option for Increased Quantity-Separately Priced Line Item	52.217-7	Aug96
21. Waiver of Indemnity	52.227-5	Apr84
22. Refund of Royalty	52.227-9	Apr84
23. Filing of Patent Applications-Classified Subject Matter	52.227-10	Apr84
24. Insurance-Work on a Government Installation	52.228-5	Jan97
25. Irrevocable Letter of Credit	52.228-14	Jun96
26. Subcontracts-Fixed Price	52.244-1	Feb95
27. Use and Charges	52.245-9	Apr84
28. Termination for Convenience of the Government Fixed Price	52.249-2	Sep96
29. Engineering Change Proposals	252.243-7000	May94
30. Warranty of Data-Alt I	252.246-7001	Dec91
31. Availability of Funds	52.232-18	Apr84
32. Government Property-Fixed Price	52.245-2	Dec89
33. Change Order Accounting	52.243-6	Apr84

#### I-9 OPTIONAL FOR ALL FIRM FIXED PRICE SERVICE

The following clauses are optional for firm fixed price service contracts:

1. Government Delay of Work	52.242-17	Apr84
2. Government Furnished Property-short form	52.245-4	Apr84
3. Special Tooling	52.245-17	Apr84
4. Termination for Convenience of the Government Fixed Price Short Form	52.249-1	Apr84
5. Progress Payments	52.232-16	Jul91
6. Patent Indemnity	52.227-3	Apr84
7. Patent Indemnity-Alt I	52.227-3	Apr84
8. Waiver of Indemnity	52.227-5	Apr84
9. Insurance-Work on Government Installation	52.228-5	Sep89
10. Notice of Progress Payments	52.232-13	Apr84
11. Government Supply Sources	52.251-2	Apr84
12. Changes or Additions to Make-Or-Buy Program	52.215-21	Apr84
13. Economic Price Adjustment-Labor and Material	52.216-4	Jan97
14. Price Redetermination Prospective	52.216-5	Apr84
15. Price redetermination Retroactive	52.216-6	Oct95
16. Evaluated Option for Increased Quantity	52.217-6	Mar90
17. Unevaluated Option for Increased Quantity	52.217-6	Mar90
18. Evaluated/Unevaluated Option for Increased Qty	52.217-6	Mar90
19. Option to Extend Services	52.217-8	Aug89
20. Option to Extend the Term of the Contract	52.217-9	Mar89
21. Refund on Royalties	52.227-9	Apr84
22. Filing of Patent Applications-Classified Subject Matter	52.227-10	Apr84
23. Irrevocable Letter of Credit	52.228-14	Jun96

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24. Availability of Funds for the Next Fiscal Year	52.232-19	Apr84
25. Availability of Funds	52.232-18	Apr84
26. Protection of Government Buildings, Equipment and Vegetation	52.237-2	Apr84
27. Continuity of Services	52.237-3	Jan91
28. Changes-fixed price-Alt I	52.243-1	Apr84
29. Changes-fixed price-Alt II	52.243-1	Apr84
30. Subcontracts-Fixed Price/Alt I	52.244-1	Apr85
31. Government Property-Fixed Price	52.245-2	Dec89
32. Government Property-Fixed Price-Alt I	52.245-2	Apr84
33. Use and Charges	52.245-9	Apr84
34. Limitation of Liability (services)	52.246-25	Feb97
35. Termination for Convenience of the Govt (fixed price)	52.249-2	Sep96
36. Engineering Change Proposals	252.243-7000	May94
37. Engineering Change Proposals-Alt I	252.243-7000	May94
38. Contract Work Hours and Safety Standards Act		
Overtime Compensation	52.222-4	Sep90
39. Report of Shipment/Reship	52.242-12	Jul95

#### I-10 OPTIONAL FOR ALL COST PLUS FIXED FEE SUPPLY

The following clauses are optional for Cost Plus Fixed Fee Supply contracts:

1. Payments of Allowable Costs Before Definitization	52.216-26	Sep84
2. Payments for Overtime Premiums	52.222-2	Apr84
3. Special Test Equipment	52.245-18	Apr84
4. Limitation on Liability	52.246-23	Apr84
5. Limitation of Liability High Value Items	52.246-24	Apr84
6. Limitation of Liability High Value Items-Alt I	52.246-24	Apr84
7. Insurance-Liability to Third Persons	52.228-7	Apr84
8. Changes or Additions to Make or Buy Program	52.215-21	Apr84
9. Waiver of Indemnity	52.227-5	Apr84
10. Penalties for Unallowable Cost	52.242-3	Oct95
11. Filing of Patent Application-Classified Subject Matter	52.227-10	Apr84
12. Irrevocable Letter of Credit	52.228-14	Jun96
13. Advance Payments-Alt II	52.232-12	Apr84
14. Limitation of Cost	52.232-20	Apr84
15. Change Order Accounting	52.243-6	Apr84
16. Government Property (cost reimbursement, time and material, or labor hour contracts)	52.245-5	Jan86
17. Engineering Change Proposals	252.243-7000	May94
18. Engineering Change Proposals	252.243-7000	May94
19. Option for Increased Quantity-Separately Priced Line Items	52.217-7	Mar89
20. Report of Shipment/Reship	52.242-12	Jul95

#### I-11 OPTIONAL FOR ALL COST PLUS FIXED FEE SERVICE

The following clauses are optional for cost plus fixed fee service contracts:

1. Payments of Allowable Costs Before Definitization	52.216-26	Apr84
2. Option to Extend the Term of the Contract	52.217-9	Mar89
3. Exercise of Option For Foreign Military Sales Commitments	252.217-7000	Dec91
4. Used or Reconditioned Material, Residual Inventory, and Former Government Surplus Property	52.211-7	May95
5. Limitation of Liability-Services	52.246-25	Apr84
6. Payment for Overtime Premiums	52.222-2	Jul90
7. Filing of Patent Applications-Classified Subject Matter	52.227-10	Apr84
8. Irrevocable Letter of Credit	52.228-14	Jun96
9. Advance Payments-Alt II	52.232-12	Apr84
10. Limitation of Cost	52.232-20	Apr84

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 35 of 36
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS INC

11. Limitation of Funds	52.232-22	Apr84
12. Government Property (cost reimbursement, time and material, or labor hours)	52.245-5	Jan86
13. Engineering Change Proposals	252.243-7000	May94
14. Engineering Change Proposals Alt II	252.243-7000	May94
15. Changes or Additions to Make or Buy Program	52.215-21	Apr84
16. Option to Extend Services	52.217-8	Aug89
17. Waiver of Indemnity	52.227-5	Apr84
18. Availability of Funds for the Next Fiscal Year	52.232-19	Apr84
19. Protection of Government Buildings, Equipment and Vegetation	52.237-2	Apr84
20. Continuity of Services	52.237-3	Jan91
21. Changes-Cost Reimbursement Alt I	52.243-2	Apr84
22. Changes-Cost Reimbursement Alt II	52.243-2	Apr84
23. Contract Work Hours and Safety Standards Act - Overtime Compensation	52.222-4	Sep90
24. Report of Shipment/Reship	52.242-12	Jul95

I-12 OPTIONAL FOR ALL TIME AND MATERIAL

The following clauses are optional for time and material contracts:

1. Option to Extend the Term of the Contract	52.217-9	Mar89
2. Government Furnished Property (short form)	52.245-4	Apr84
3. Limitation of Liability-Services	52.246-25	Apr84
4. Government Property (cost reimbursement, time and material, or labor hours)	52.245-5	Jan86
5. Limitation of Liability-High Value Items-Alt I	52.246-24	Apr84
6. Economic Price Adjustment Labor and Material	52.216-4	Apr84
7. Price Redetermination-Prospective	52.216-5	Oct95
8. Price Redetermination-Retroactive	52.216-6	Oct95
9. Allowable Cost and Payment	52.216-7	Aug96
10. Option to Extend Services	52.217-8	Aug89
11. Payments Under Time+Material and Labor Hour Contracts-Alt I	52.232-7	Apr84
12. Protection of Government Buildings, Equipment and Vegetation	52.237-2	Apr84
13. Notice of Intent to Disallow Costs	52.242-1	Apr84
14. Termination for Convenience of the Government-Fixed Price (short form)	52.249-1	Apr84
15. Termination for Convenience of the Government-Fixed Price	52.249-2	Sep96
16. Payments Under Time+Material and Labor Hour Contracts-Alt II	52.232-7	Jan86
17. Report of Shipment/Reship	52.242-12	Jul95

\*\*\* END OF NARRATIVE I 001 \*\*\*

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<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS INC		

SECTION J - LIST OF ATTACHMENTS

For Local Clauses See: <https://aais.ria.army.mil>  
The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of Addenda	Title	Date	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)